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United States District Court
Southern District of New York

_____)	
Margaret Kim,)	
)	
Plaintiff,)	
)	
- against -)	Case No.
)	
Xavier Favre &)	
FX Communication + Media LLC)	
)	
Defendants.)	
_____)	

COMPLAINT

Plaintiff, complaining of the Defendants by her attorney, David Abrams, Attorney at Law, respectfully set forth and alleges as follows:

I. Introduction

1. This is an action for failure to pay minimum wages and failure to pay earned wages. In the alternative, Plaintiff seeks an order compelling arbitration.

II. Parties

2. Plaintiff is a natural person.

3. Defendant Xavier Favre is a natural person who is a resident and domiciliary of the State of New York and is a citizen of Switzerland.

4. Defendant FX Communication + Media LLC is a New York Limited Liability Company with a principle place of business in the State of New York, County of New York.

III. Jurisdiction and Venue

5. The Court has subject matter jurisdiction in that Plaintiff is seeking recovery under the Fair Labor Standards Act and the remaining claims form part of the same case or controversy.

6. The court has personal jurisdiction over the Defendants in that this matter arises from their activities in the State of New York, specifically employing the Plaintiff.

7. Venue is proper in the Southern District of New York in that the Defendants' facility is located in Manhattan.

IV. Background

8. Plaintiff Margaret Kim ("Ms. Kim") was employed by Defendant FX Communication + Media LLC (the "Employer") pursuant to a contract which provided for compensation at the rate of \$80,000 per year.

9. Defendant Xavier Favre ("Mr. Favre") is the primary principal of the Employer and exercised control over the working conditions; terms of employment; and rates of pay of the employees of the Employer, including Ms. Kim.

10. Starting in or about October of 2014, the Employer stopped paying Ms. Kim for her services but she continued to work for the Employer well into 2015. Indeed, the Employer has still not formally terminated Ms. Kim's employment.

11. Ms. Kim's employment contract contains an arbitration provision. Ms. Kim sent a demand for arbitration to the Defendants which was ignored.

V. Causes of Action and Demand for Relief

Count One: Violation of the Fair Labor Standards Act

12. The allegations contained in the preceding paragraphs are incorporated as if restated herein.

13. Plaintiff was covered by the Fair Labor Standards Act while employed by the Employer since she regularly made telephone calls and sent e-mails across state lines in the performance of her job duties. For example, she regularly communicated by telephone and e-mail with customers in Switzerland and Italy.

14. The Employer was an employer within the meaning of the Fair Labor Standards Act in that it suffered or permitted Plaintiff to work. Further, Mr. Favre was an employer within the meaning of the same Act in that he acted in the interests of the Employer.

15. The Defendants violated the Fair Labor Standards Act by failing to pay Ms. Kim even the minimum wage for the months of work she performed without compensation.

Count Two: Violation of New York Labor Law

16. The allegations contained in the preceding paragraphs are incorporated as if restated herein.

17. The Defendants violated the New York Labor Law and New York Minimum Wage Act by failing to pay minimum wages to Ms. Kim and failing to pay earned wages.

Count Three: Breach of Contract

18. The allegations contained in the preceding paragraphs are incorporated as if restated herein.

19. The Employer breached Ms. Kim's employment contract by failing to pay contracted wages.

Count Four: Injunction

20. The Employer breached Ms. Kim's employment contract and violated arbitration laws by failing to arbitrate her claims upon due demand.

WHEREFORE Plaintiff demands judgment against the Defendants in the amount of her unpaid wages, liquidated damages, minimum wages, interest, attorneys fees, and such other and further relief as the Court deems just, in an amount not to exceed \$100,000. Alternatively, Plaintiff demands an injunction ordering the Defendants to arbitrate this matter.

Respectfully submitted,

/s/ David Abrams

David Abrams
Attorney for Plaintiff

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Dated: New York, NY
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